

# INVITATION TO BID

## Addendum # 1



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**ADDENDUM DATE:** January 19, 2006

**ITB Title:** Lease of Bus Tires and Associated Services

**ITB Number:** 05-150 MM

**Due Date/Time:** February 2, 2006- 2:00 P.M.

**Buyer:** Michael McKinley, [michael.mckinley@metrokc.gov](mailto:michael.mckinley@metrokc.gov), 206-684-2047

This addendum is issued to revise Invitation to Bid 05-150 MM, advertised December 22, 2005 as follows:

The Bid Opening Date has been changed to February 2, 2006 2:00 PM exactly.

Location	Description
Exhibit A – Bid Pricing	Use revised Exhibit A Bid Pricing attached to this addendum
Exhibit A – Bid Pricing	Bridgestone Firestone # 12R22.5 CTR, load range H/16ply
Exhibit F – Annual System Mileage	and # 315/80R22.5 CTR load range J/18 are considered acceptable substitutes as long as they meet the requirements in Section 7-4. Goodyear Tire and Rubber Company # B305/85R22.5 G 152 Metro Miler is considered an acceptable substitutes as long as they meet the requirements in Section 7-4.
Exhibit E, Current Location Coach Series and Fleet Size	Use revised Exhibit E – Fleet Inventory attached to this Addendum.
Exhibit F, Annual System Mileage	Use revised Exhibit F – Annual System Mileage attached to this Addendum.
Definition of Words and Terms	Acceptance or Accepted. After the word ‘documentation, insert ‘which the county will not unreasonably withhold or delay’.  Change Documentation. Delete ‘Project Managers’ and insert ‘the Parties.’  Final Acceptance. After the word ‘acknowledges’ insert ‘which Acknowledgement the County will not unreasonably withhold or delay’.  Provide. Definition remains the same.
Section 1-2, Purpose of Bid	This section remains the same. Clarification. In past contracts, King County has awarded a single contract for tire lease and service.
Section 1-13 Bid Withdrawal	Section remains the same. Clarification. King County does not agree to any potential bidders confidentiality policy or agreement.
Section 1-14 Bid Requirements	Add Exhibit B. Use attached Exhibit B. Move Attachment C from Bid Requirements section to Section 1-15 Forms Required Before Contract Signing.
1-15 Forms Required Before Contract Signing	Certificate of Insurance and Endorsements. Paragraph remains the same.

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1-17 C Bid Prices, Taxes and Effective Date	Section remains the same.
Section 2-1, Evaluation of Bids	Clarification. Exhibit D – King County Contracting Opportunities Program is not incorporated into this ITB.
Section 2-1, Paragraph C1	Section remains the same.
Section 2-3 Procedures When Only One Bid is Received	Section remains the same. Clarification. King County does not agree to any potential bidders confidentiality policy or agreement.
Section 2-6, Contract Award	Section remains the same.
Definitions of Words and Terms	Clarification. Cost Analysis. Price Analysis King County reserves the right to inspect records necessary to conduct a complete Cost Analysis or complete Price Analysis as required by the Federal Transit Administration. “Commercial or financial” information will not be considered confidential and/or proprietary and subject to disclosure except as allowed by Washington State Law.
Section 3-3, Cost or Price Analysis	
Section 3-13, Retention of Records	
Audit Access and Proof of	
Compliance With Contract.	
Section 3-4. A. Termination for Convenience	Section remains the same. Clarification. In past contracts, King County has not terminated the Bus Tire Lease portion of the contract and retained the Service portion of the contract. There is no specified advance notice.
Section 3-4, B Termination for Default	Section remains the same. Clarification. In past contracts, King County has not terminated the Bus Tire Leas portion of the contract and retained the Service portion of the contract.
Section 3-4, B, Paragraph 3 Termination for Default	Paragraph remains the same.
Section 3-4, C Termination for Non-Appropriation	Paragraph remains the same.
Section 3-5, Force Majeure	In the third line, proceeding the word ‘disturbances’, insert ‘Acts of Terrorism’. In the fifth line preceding the word ‘control’ insert ‘reasonable’.
Section 3-7, Assignment	In the sixth line, proceeding the word ‘assignment’ please insert ‘of obligation’. The rest of the section remains the same.
Section 3-8 Indemnification and Hold Harmless	Section remains the same.
Section 3-11, Disputes, Claims And Appeals	Section remains the same.
3-12 Mediation and Arbitration	In the sixth line, proceeding the word ‘may’ insert ‘if the parties so agree’.
3-13 Retention of Records	Section remains the same.
Section 3-14 Other Public Agency Orders.	Delete this section.
3-17 D, Record-keeping Requirements and Site Visits	Section remains the same.

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3-19, Non Waiver of Breach	In the first line, delete 'the County' and insert 'either party'. Beginning the first line, delete 'afforded to the County'. In the second line delete 'by the County'. In the fourth line delete 'County' and insert 'non-breaching party'.
Section 3-20 Non-Discrimination In Benefits to employees with Domestic Partners	This section remains the same.
Section 4-1, Type of Contract	Section remains the same.
Section 4-7 A, Pricing	Section remains the same except as follows. Change 2 <sup>nd</sup> paragraph to read as follows. Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W): (see <a href="http://data.bls.gov/cgi-bin/surveymost">http:// data.bls.gov/cgi-bin/surveymost</a> ) (CPI-W) U.S. City Average, All Items 1982-84 =100 (monthly) – CWUR0000SAO
Section 4-7 A, Pricing	Section remains the same.
Section 4-9, Delivery Points	Beginning in the second line, delete 'at the sole discretion of King County' and insert 'by mutual agreement'.
Section 4-10, Use Report	Delete this section.
Section 4-11, Warranty Provisions	Section remains the same.
Section 4-13, Warranty Remedies	In the second paragraph, third line, proceeding the word 'County' insert 'reasonably'. In the second paragraph, fifth line, preceding the word 'cost' please insert 'reasonable'.
Section 4-16, Non-disclosure Obligation	In the fourth line, proceeding the word 'Publish' insert 'other than to employees and consultants.'
Section 4-20, Patents and Royalties	In the second line, proceeding the word 'used' please insert 'by Contractor'. In the third line, prior to the word 'requested' insert 'reasonably'.
Section 4-22, Health Insurance Portability and Accountability Act (HIPAA)	In the second line, preceding 'HIPAA' insert 'applicable'.
Section 5-1 Evidence and Cancellation of Insurance	Clarification. King County will not accept Web documentation. Delete the second sentence and insert 'All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall provide the type and amount of insurance, the expiration date, and that the County receive notice at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.
Section 5-2 Insurance Requirements Evidence and Cancellation of Insurance	Clarification. King County will accept self-insurance upon receipt, review and acceptance of the last audited financials and a description of documented self-insurance program.  In the last sentence change 'at least 45 days' to 'at least 30 days'. The rest of this section remains the same.

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5-2 A Insurance Requirements Insurance Requirements	Clarification. King County will accept a claims-made form.
Section 5-2 B3 Insurance Requirements Minimum Scope of Insurance Professional Liability	Delete this section.
Section 5-2D Insurance Requirements Deductibles and Self-Insured Retentions	Section remains the same. King County may reconsider the first sentence upon review of last audited financials.
Section 5-2 E Insurance Requirements Other Insurance Provisions	Clarification. If the Contractor meets the above in Section 5-2 for self insurance for all exposures, King County may accept Certificates of Insurance or insurance policies.
Section 5-2E1a Insurance Requirements Other Insurance Provisions	In the second line capitalize 'Additional Insureds'.
Section 5-2 F Insurance Requirements Acceptability of Insurers	Change second paragraph to read "If at any time one of the foregoing policies shall fail to meet the minimum requirements stated above, the Contractor shall, upon notice to that effect from the County, promptly Obtain a new policy and shall submit the same to the County, with the Appropriate certificates and endorsements, for approval.
Section 5-2 G Insurance Requirements Subcontractors	Section remains the same. Clarification. The first sentence has 2 options.
Section 5-2 H Insurance Requirements Work Site Safety	Section remains the same.
Section 5-2I Insurance Requirements Endorsements	Section remains the same except first sentence should read 'endorsements must be included with insurance form, i.e. standard industry forms CG 2010 or its equivalent'.
Section 6 Federal Transit Administration(FTA) Requirements	Section remains the same.
Section 7 Technical Specifications General	Delete the existing second paragraph and replace with the following. 'There are currently 1416 active coaches with a fleet total of 1536 coaches.
Section 7-4 Tire Requirements	In the first line, prior to the word 'regulatory' insert 'applicable'.
Section 7-7, 3 <sup>rd</sup> Paragraph	Change sentence to read, ' The Contractor shall statically or dynamically balance all front tires upon installation, when removed for service or if directed by King County.
Section 7-8 King County Requirements	Section remains the same.

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Section 7-9, Mileage Statements

Section remains the same.

Section 7-11, Contractor Staff Requirements

Clarification. Following are the current hourly rate for the King County Equipment Service Worker.

Step A \$15.99, Step B \$18.27, Step C \$20.56, Step D 21.70, Step E \$22.84 Cost of living increases are based on the Consumer Price Index for all Urban Wage Earners and Clerical Workers.

Equipment Service Workers are members of the Amalgamated Transit Union, Local #587.

Clarification. Potential bidders will have to contact the union representing the current tire workers, Public, Professional and Office-Clerical Employees and Drivers Union Local # 763 for information regarding their collective bargaining agreement with the current Contractor.

The employees of the current Contractor are not required by this contract to stay with their current union, nor does the contract require that the employees be associated with a union. However, it is a requirement of the contract that the Contractor ensure the Contractor's employees be able to work with employees of King County and make every effort to ensure labor harmony in the workplace.

Section 7-14, Removal of Coaches From Service

Add the following paragraph.

'If vehicles are sold without the tires; however, the lease tires are to be used for delivery of the coaches with arrangements for the return of the tires to King County, the commuting miles will be reported to the Contractor so individual tire miles may be properly tracked and invoiced. the tires on the sold vehicles must be returned to King County within thirty (30) days after departure from King County property or the remaining miles will be invoiced.'

Section 7-15, C.  
Reimbursement for  
Damaged and Lost Tires

Delete the last part, ' and only where the damages or loss occurred on King County property.

Section 7-18 , Paragraph 1  
Completion Of Contract

Section remains the same.

Section 7-18  
Completion of Contract

Clarification. At the end of the thirty-six month run-out period, the billing Basis shall be determined by subtracting from the average mileage Secured from similar tires (non-retreaded or retreaded, as the case may be) normally and permanently removed from service during the past Twelve months, the mileage run by the particular tire and multiplying The difference by the rental rate in effect.

Clarification. The average mileage being obtained by tire size.

Tire Size	Original	Retread
12R22.5	83500	56600
245/75R16	26000	-----
305/70R22.5	49000	18750
315/80R22.5	39300	45150

Section 7-19, B  
Reporting Requirements

Clarification. Take the average after taken out of service.

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Seciton 7-19, E  
Reporting Requirements

The last line is to read 'During the tire run-out period, the open wheel report will be provided by King County to the previous Contractor in Their agreed upon manner.

7-23, A  
Drug and Alcohol  
Prevention Program

In the second sentence replace '49CFR Parts 653 and 654' with '49CFR Part 655. In item 4 replace '25% for alcohol with' '10% for alcohol'.

Other

Possession and Cancellation

King County does not accept this section of the Goodyear Tire and Rubber Company Exceptions/Clarifications document.

This addendum shall be attached to and form a part of ITB 05-150 MM. Please indicate receipt of this addendum on Exhibit A, Bid Pricing

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## EXHIBIT A – BID PRICING (REVISED)

**ITB NO:** 05-150 MM

**TITLE:** Lease of Bus Tires and Associated Services

**NAME OF BIDDER:**

We acknowledge that **Addenda numbered \_\_\_ to \_\_\_** have been delivered to us and have been examined as part of the Contract documents.

We acknowledge that attaching our terms or modifying the ITB terms may result in our bid being rejected.

This bid is for the lease of bus tires and associated service in accordance with the terms of ITB 05-150 MM. The low bidder is that bidder, meeting specifications, that offers the lowest annual first year bid price for Schedule A.

### Schedule A

April 1, 2006 through March 31, 2007

Item #	Description	Estimated Tire Miles	Lease Rate	Annual Price
1.	12R X 22.5	239812720	\$	\$
2.	245 / 75R X 16	8410662	\$	\$
3.	305 / 70R X 22.5	103162336	\$	\$
4.	315 / 80R X 22.5	11247084	\$	\$
		<b>Bus Tire Lease Subtotal</b>	\$	\$
5.	<b>Monthly Service Price</b>	\$	<b>Annual Service Price</b>	\$
		<b>First Year Price</b>		\$

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## EXHIBIT B – REGISTRATION

### Internal Revenue Service (IRS) Reporting Requirements:

**Check one:**

- ☐ Corporation      ☐ Partnership      ☐ Sole Proprietor  
☐ Other (please specify) \_\_\_\_\_

**Identify:**

State of Incorporation: \_\_\_\_\_ Dun and Bradstreet Number: \_\_\_\_\_  
(Required for all federally funded procurements)

**Provide one:**

Federal Tax Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
What is the official name registered with the IRS for this number? \_\_\_\_\_

**Identify:**

UBI Number: \_\_\_\_\_ Business License Number: \_\_\_\_\_

### Prompt payment discount offered:

Percentage: \_\_\_\_ Days: \_\_\_\_ Standard payment is net 30 days. Evaluation Will be at the discounted prices if the time for the discount is not less than 20 days.

### Bidder Identification:

- ☐ Check if firm submitting Bid is a DBE certified by Washington State Office of Minority and Women's Business Enterprises.  
☐ Check here if the firm submitting this bid is a King County certified Small Economically Disadvantaged Business (SEDB).

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**Exhibit E (Revised)**  
**Current Location, Coach Series And Fleet Size**

<b>Location</b>	<b>Coach Series</b>	<b>Fleet Size (Number of Coaches)</b>
<b>Atlantic Base Maintenance</b>	2600	50
1555 Airport Way South	4000	37
Seattle, WA 98134	4100	100
206-684-2717	4200	18
<b>Bellevue Base</b>	1100	32
1790 124th Ave. N.E.	3200	103
Bellevue, WA 98005		
206-684-2542		
<b>Central Base Maintenance</b>	2300	74
1333 Airport Way South	3100	13
Seattle, WA 98134	3200	30
206-684-2700	3300	2
Note: Uses Atlantic Tire Shop	3600	30
<b>East Base Maintenance</b>	1200	35
1975 124th Avenue NE	2300	34
Bellevue, WA 98005	2600	35
206-684-2540	3200	43
	9000	32
	9500	27
	9600	22
<b>North Base Maintenance</b>	1100	17
North 165th and I-5 North	2300	59
Seattle, WA	2600	50
206-684-2922	3200	68

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<b>Location</b>	<b>Coach Series</b>	<b>Fleet Size (Number of Coaches)</b>
<b>Ryerson Base Maintenance</b> 1220 Fourth Avenue South Seattle, WA 98134 206-684-2627	2300	51
	2800	30
	3200	82
	3600	70
<b>South Base Maintenance</b> 12100 East Marginal Way South Seattle, WA 98168 206-684-1187	1100	46
	2300	55
	2500	1
	2600	78
	3200	69
	9000	22
<b>Not Assigned</b>	9200	1
	4000	9
	4200	41
	5000	60
	9300	1
	9500	9
<b>Total</b>		<b>1536</b>

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**Exhibit F**  
**Annual System Mileage (Revised)**

Metro Fleet Series #	Coach Count	Description of Tires and Coaches	Estimated Coach Miles Year One 4-1-06 To 3-31-07	Estimated Tire Miles Year One 4-1-06 to 3-31-07
1100	95	30-Foot Diesel, Gillig, 6 wheel positions, 12R X 22.5	4,310,511	25,863,066
1200	35	Champion Diesel Van, 6 wheel positions, Size 245 / 75 X R16	1,401,777	8,410,662
2300	273	60 Foot Diesel, New Flyer, 10 wheel positions, 12R X 22.5	8,817,934	88,179,304
2600	214	60 Foot Hybrid, New Flyer, 10 wheel positions, Size 305/70R X 22.5	7,624,248	76,242,340
2800	30	50 Foot Diesel Low Floor, New Flyer, 6 wheel positions, 305/70R X 22.5	1,099,357	6,596,142
3100	13	35 Foot Diesel, Gillig, 6 wheel positions, 12R X 22.5	374,238	2,245,428
3200	397	40 Foot Diesel, Gillig, 6 wheel positions, 12R X 22.5	11,875,941	71,255,646
3600	100	40 Foot Diesel, New Flyer, Low Floor, 6 wheel positions, 12R X 22.5	3,745,884	22,475,304
4000	37	60 Foot Trolley, MAN, 8 wheel positions, 315/80R X 22.5	418,318	3,346,544
4100	100	40 Foot Trolley, Gillig, 6 wheel positions, 12R X 22.5	1,781,995	10,691,970
4200	18	60 Foot Breda Conversion, 10 wheel positions, 315/80R X 22.5	790,054	7,900,540
9000	54	40 Foot Diesel, Gillig (Sound Transit) 6 wheel positions, 12R X 22.5	3,183,661	19,101,966
9200	1	40 Foot Hybrid, New Flyer (Sound Transit), 6 wheel positions, 305/70R X 22.5	42,429	254,574
9500	27	60 Foot Diesel, New Flyer, 10 wheel positions, 305/70R X 22.5	1,277,914	12,779,140
9600	22	60 Foot Hybrid, New Flyer, 10 wheel positions, 305/70R X 22.5	729,000	7,290,000
<b>Total</b>	<b>1416</b>		<b>47,473,261</b>	<b>362,632,802</b>

Estimated tire miles are expected to increase 0.92% in year two, 0.7% in year three, 0.45% in year four and 0.63% in year five. The series #4000 fleet will be phased out during year 1 and the series #4200 fleet will be phased in during year one. By year five of the contract there will be new procurement activity with the series # 1200 fleet, the series # 2300 fleet and the series # 3200 fleet.

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